

**ADDENDUM NO. 1 TO  
REQUEST FOR QUALIFICATIONS FOR SPECIAL COUNSEL  
FOR  
MUNICIPAL LAW  
FOR  
THE FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY  
ISSUED APRIL 21, 2011  
DUE May 17, 2011**

**QUESTIONS AND ANSWERS TO THE RFQ RECEIVED MAY 3, 2011**

**Q1.** On page 6 under 5.1 Submission, it specifies that 1 sealed original and 4 sealed copies have to be delivered by May 17th to the following:

Susan Fischer (2 copies)  
Assistant Attorney General  
Division of Law  
P.O. Box 112  
Trenton, NJ 08625-0112

Bruce Steadman (3 copies)  
Executive Director  
Fort Monmouth Revitalization Authority  
2-12 Corbett Way, Suite C  
Eatontown, NJ 07724

Does this mean that Ms. Fischer should receive the original and one copy and that Mr. Steadman should receive the remaining three copies?

**A1.** Yes - Mrs. Fischer receives the original and one copy and Mr. Steadman receives three copies.

**Q2.** The Fort Monmouth Economic Revitalization Authority's April 8, 2011 RFP for Professional Planning Consultant Services provides at Section 8.0 that payment for those services is subject to the availability and receipt of funds from the United States Department of Defense ("USDoD") , and that the engagement is subject to termination if the funds from USDoD are not available and/or received.

- a. As the RFQ for Special Counsel for Municipal Law is issued pursuant to N.J.S.A. 52:17A-13, has the New Jersey Legislature made the required appropriations for employment and payment of Special Counsel and, if so, under which Public Law and chapter?
- b. Is the payment, employment and retention of Special Counsel in any way dependent on the availability of any funds other than those appropriated for this purpose by the State Legislature and, if so, how?
- c. In the event that Planning Consultant Services are terminated due to the lack of

availability or receipt of funds from USDoD, will the employment of Special Counsel be terminated?

- A2.** Payment for these services will come from the Authority - from a combination of federal and state funds. Services provided by Special Counsel will be paid from these funds. However, this office retains the right to terminate for convenience the services of Special Counsel. In such event, Special Counsel would be paid up for the services delivered up to the time of payment, assuming correct invoices are submitted and that the services delivered conform with the specifications of the RFQ.
- Q3.** Does Outside Counsel Guidelines, Section III.B, concerning state agency conflicts, apply across the board to all State agencies, so that selected counsel will be prohibited during the term of the contract from any involvement on behalf of a private party client concerning any application or review before all State agencies, such as the Department of Environmental Protection, or is the prohibition limited to state agencies related to the services to be provided by outside counsel? Is this prohibition read retroactively such that prior representation of a private party before a State agency would be implicated or is the prohibition limited to during the term of any contract awarded?
- A3.** For the purposes of this RFQ and application of Section III.B, the "state agency" would be the Fort Monmouth Economic Revitalization Authority and the New Jersey Economic Development Authority. A firm is not precluded from being engaged for this representation if their representation of a private party before these agencies is prior to engagement of the firm for this representation.
- Q4.** With respect to Section 1.1, final paragraph, we ask that you clarify what is meant by the phrase "the firm selected ... will be precluded from performing any services or being involved in any way with any Host Municipalities ..." We would expect and understand this to preclude the selected firm from representing any Host Municipality. Would the phrasing "or being involved in any way with .." also include any of the following scenarios:
- a. Representing a client in a litigated or administrative matter against a Host Municipality, for example a construction code violation, or civil litigation in which the HM is an adverse party?
  - b. Representing a client in a matter being heard by one of the boards of a Host Municipality, for example a Planning Board application, Zoning Board application, etc.
  - c. Representing a client in a matter heard in the municipal court of one of the Host Municipalities?
  - d. Representing a client on an issue pending before the governing body of a Host Municipality?
  - e. Representing a client in a litigated matter in which a Host Municipality or one of its boards is a co-party on the same side of the litigation, for example a bid protest in which the firm represents the winning bidder and the winning bidder is named as a co-defendant with the Host Municipality?
  - f. Representing the County of Monmouth with respect to any matter that may involve or impact one or more of the Host Municipalities?
  - g. Representing clients with respect to affordable housing matters before COAH or the

courts not directly involving a Host Municipality but the resolution of which might impact one or more of the Host Municipalities?

**A4.** We have reviewed your questions and we advise you that the following are the positions we are taking in each of your paragraphs.

- a. Precluded
- b. Precluded
- c. We are not sure at this time about this and therefore if selected, the firm would be requested to reach out to our office to discuss.
- d. Precluded
- e. Precluded
- f. Precluded
- g. Precluded